

PROJECT NUMBER 42900
MASTER LICENSE AND APPLICATION SERVICE PROVIDER AGREEMENT
BETWEEN
ASSETWORKS USA, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI

This Master Software License and Application Service Provider Agreement (hereinafter referred to as "Master Agreement") is entered into by and between AssetWorks USA, Inc., a Delaware corporation having its principal place of business at 6300 Bridgepoint Parkway, Suite 1-240, Austin, Texas 78730 (hereinafter referred to as "Licensor" and/or "AssetWorks") and the Mississippi Department of Information Technology Services, having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the governmental agencies and educational institutions of the State of Mississippi (hereinafter referred to as "Licensee"). ITS and Licensee are sometimes collectively referred to herein as "State". ITS and AssetWorks are sometimes collectively referred to herein as "Parties".

WHEREAS, ITS, on behalf of Mississippi Department of Finance and Administration, pursuant to Request for Proposals ("RFP") Number 3513 requested proposals for the services of a contractor to host and maintain an Application Service Provider ("ASP") solution for a fleet management system; and

WHEREAS, InCircuit Development Corporation ("InCircuit") was the successful respondent in an open, fair and competitive procurement process to provide the above mentioned products and entered into a contract on July 25, 2007 to provide same; and

WHEREAS, InCircuit assigned the contract to AssetWorks on June 14, 2010; and

WHEREAS, ITS and AssetWorks now desire to enter into this Master Agreement which contains the terms and conditions which will govern any orders placed by any governmental agencies and educational institutions within the state of Mississippi;

NOW THEREFORE, in consideration of the mutual understandings, promises, consideration and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 TERM OF AGREEMENT

Unless terminated as prescribed elsewhere herein, this Master Agreement will become effective on the date it is signed by all Parties (the "Effective Date") and will continue in effect for five (5) years thereafter, or until the hosting term and all warranties provided by Licensor to Licensee have expired, whichever occurs last. At the end of the initial term, the Master Agreement may, upon the written agreement of ITS and Licensor, be renewed for additional terms, the length of which will be agreed upon by the Parties. Licensor will notify ITS sixty (60) days in advance prior to the expiration of the initial or any renewal term and ITS shall have thirty (30) days in which to notify Licensor of its intention to either renew or cancel this Master Agreement.

ARTICLE 2 DEFINITIONS

The following terms as used herein shall have the following meanings:

2.1 "Active User" means Licensee employees, and any third party consultants or outsourcers engaged by Licensee who are actively participating on the fleet management system in any given month of operation and who shall be bound to the terms and conditions of this Master Agreement. Licensor does not impose a limit on the number of Active Users accessing or registering to use the system.

2.2 "Available Date" means the date upon which Licensor notifies Licensee that the Software may be accessed on the Licensor's ASP server and Licensee may begin acceptance testing.

2.3 "Content" means any content provided by or through Active Users for use with the Software.

2.4 "Documentation" means the published user and technical manuals and documentation that Licensor makes generally available for the Software; the help files included within the Software, and any files containing presentation materials or manuals or other related materials to train and educate Licensee and Active Users on the use of the Software.

2.5 "Enhancements" means the corrections, updates, upgrades or new versions of the Software or Documentation that Licensor may provide to Licensee under this Master Agreement.

2.6 "Licensee" means, in each instance, the governmental agency, educational institution or governing authority of the state of Mississippi who obtains a license from Licensor for the Software under this Master Agreement and/or engages Licensor to perform Services pursuant to this Master Agreement.

2.7 "Licensor" means AssetWorks USA, Inc. and its successors and assigns.

2.8 "Products" means the Software, Documentation, Enhancements and any copy of the Software, Documentation or Enhancements.

2.9 "Services" means any on-line user access, customizations, interface developing, consulting, education, ASP installation, system administration, training, maintenance, support, Help Desk services and such other professional services as may be provided by Licensor to Licensee for each individual project.

2.10 "Software" means the machine-readable object code version of the computer programs whether embedded on disc, tape or other media used to host the application services, which such Software is described in and specifically identified in the applicable Supplement, and Supported Interfaces (and any Documentation and help files within the Software), including any Enhancements provided pursuant to the maintenance and support terms identified therein.

2.11 "Software Error" means a reproducible defect or combination thereof in the Software that results in a failure of the Software when used in accordance with the Documentation. Software Errors do not include those errors caused by (a) Licensee's negligence, (b) any unauthorized modification or alteration Licensee makes to the Software, (c) data that does not conform to Licensor's specified data format, (d) operator error, or (e) use not conforming to the Licensor's supported technical environment specified in the Documentation.

2.12 "Supplement" means the document pursuant to which, among other things, Licensee orders the Software or Services from Licensor.

2.13 "Supported Interfaces" means application-based interfaces (API), network protocols, data formats, database schemas, and file formats used in the Software as described in the Documentation.

ARTICLE 3 MODIFICATION OR RENEGOTIATION

This Master Agreement may be modified only by written agreement signed by the Parties hereto, and any attempt at oral modification shall be void and of no effect. The Parties agree to renegotiate the Master Agreement in the event that federal and/or state revisions of any applicable laws or regulations make changes in this Master Agreement necessary.

ARTICLE 4 INCLUDED PARTIES AND PRICING

Licensor will accept orders from and furnish the Products and Services under this Master Agreement to any governmental agency, governing authority or educational institution within Mississippi at prices not to exceed those specified in the attached Exhibit A. At the end of the initial term of this Master Agreement, ITS and AssetWorks may mutually agree in writing to modify, amend or replace the pricing specified in Exhibit A. AssetWorks guarantees the pricing in the attached Exhibit A for the initial five (5) year contract term.

ARTICLE 5 ADDITIONAL TERMS AND CONDITIONS

All provisions in this Master Agreement are in addition to the requirements of RFP No. 3513 and Licensor's Proposal in response thereto, which are both incorporated into and made a part of this Master Agreement.

ARTICLE 6 ORDERS

6.1 The State does not guarantee that it will purchase any certain amount under this Master Agreement.

6.2 When a Licensee decides to procure any Services or Products from AssetWorks, the Licensee shall follow ITS' then-current, published instructions for use memorandum and applicable laws and shall contact AssetWorks to request the particular Services and Products to be procured. The Licensee shall execute a Supplement to be signed by AssetWorks and an authorized representative of Licensee. The Supplement shall reference this Master Agreement and shall set forth the Products or Services to be procured; the prices for same; the warranty period as provided by AssetWorks (if different from that provided herein); the specific details of the transaction, the Licensee's designated contact, and any additional terms and conditions that apply to the specific Supplement as agreed to in writing by the parties. Any additional terms and conditions contained in any Supplement shall apply solely to the Products or Services being procured therein. All Supplements shall be governed by, and incorporate by reference, the terms and conditions of this Master Agreement. Excluding better pricing and/or discounts which may be specified in a Supplement, in the event of a conflict between the other terms and conditions in a Supplement and this Master Agreement, the terms and conditions of this Master Agreement shall prevail. The terms and conditions of this Master Agreement shall supersede any conflicting terms and conditions set forth in any subsequent documents provided by AssetWorks or its subcontractors to Licensee. The parties agree that the Licensee has the right to adjust the quantities of licenses procured based upon the availability of funding or as determined necessary by the Licensee.



ARTICLE 7 METHOD AND TIME OF PAYMENT

7.1 Once the Products have been accepted by Licensee as prescribed in Article 8 herein, AssetWorks shall submit an invoice for the cost and shall certify that the billing is true and correct. AssetWorks shall submit invoices and supporting documentation electronically during the term of this Master Agreement using the processes and procedures identified by the State. Services will be invoiced as they are rendered. Licensee agrees to pay Licensor in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the State within forty-five (45) days of receipt of the invoice. All payments shall be in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration ("MAGIC") shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of AssetWork's choice. AssetWorks understands and agrees that Licensee is exempt from the payment of taxes. No payment, including final payment, shall be construed as acceptance of defective Products or incomplete work, and AssetWorks shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article titled "Entire Agreement" herein.

7.2 If payment of undisputed amounts is not made to Licensor within forty-five (45) days of Licensee's receipt of the invoice, Licensee shall be liable to Licensor for interest at a rate of one and one-half percent (1 ½%) per month (or such lesser rate as may be the maximum permissible rate under the law) on the unpaid balance from the expiration of such forty-five (45) day period until such time as payment is made. This provision for late payments shall apply only to undisputed amounts for which payment has been authorized.

7.3 Acceptance by Licensor of the last payment from the Licensee under a Supplement shall operate as a release of all claims against the State by Licensor and any subcontractors or other persons supplying labor or materials used in the performance of any work under a Supplement.

ARTICLE 8 DELIVERY; RISK OF LOSS, AND ACCEPTANCE

8.1 Licensor shall deliver, install, and make available the Software and Documentation to the Licensor's hosting environment pursuant to the delivery schedule mutually agreed to by the parties.

8.2 Unless a different acceptance period is agreed to by Licensee and Licensor and specified in the Supplement, Licensee shall have thirty (30) calendar days after the Available Date to evaluate and test the Software and Services to confirm that they perform without any defects and perform in accordance with RFP No. 3513, Licensor's Proposal, as accepted by the State, in response thereto, and Licensor's user Documentation. Licensee shall immediately thereafter notify Licensor in writing of any defects in the Software or Services which must be corrected prior to payment being made. Thereafter, Licensor shall have ten (10) business days or such other time period as may be agreed upon by the parties, in which to either repair or replace the defective Software or re-perform the Services, all at Licensor's expense. In the event Licensor is unable to repair a material defect in or replace the Software within this ten (10) day period, Licensee may terminate the Supplement pursuant to the Termination Article herein.

ARTICLE 9 SCOPE OF LICENSE

9.1 Subject to the terms and conditions of this Master Agreement and the respective Supplement, Licensor hereby grants to Licensee a non-exclusive, non-transferable and enterprise license to access the Software over the Internet and to use it for its business operations for the term

specified in the Supplement and any subsequent renewal hosting terms. Licensee and Active Users are granted access to the Software and ASP Services twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year, subject to regularly scheduled maintenance and required repairs. The terms and conditions of the Supplement and this Master Agreement will apply to any Enhancements or additional Software Licensee may procure from Licensor. It is understood that the license/hosting term shall commence upon execution of the appropriate Supplement and upon the date of the Licensee's acceptance of the ASP services as specified herein.

9.2 Licensor will provide Licensee storage space on, and access to Licensor's Software via the Internet and provide Internet access to the Software to the Active Users through Licensor's site ("ASP Services").

9.3 In connection with the ASP Services, Licensor will provide and maintain all Software and hardware, including, but not limited to, the server hardware and software, telecommunications hardware and software, security hardware and software and other software that is reasonably necessary to operate and maintain the Software. Licensee is responsible for providing software and hardware for Active Users to access the Internet.

9.4 In connection with the ASP Services, it is understood that the Software will be accessible at least ninety-nine percent (99%) of the time, twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of the ASP Services due to causes beyond the control of Licensor. In the event that Licensee or an Active User is unable to achieve the 99% application availability during any given year, excluding unavailability due to causes beyond the control of Licensor or for scheduled maintenance and required repairs, the Licensor shall reimburse Licensee five percent (5%) of the annual ASP fees for all phases in production at that time. Licensor shall maintain the server at a secured location with restricted access.

9.5 Licensor shall provide the Licensee with its standard managed firewall service, which enables secure delivery of Licensor's application services using fully redundant hardware-based firewalls. Licensor's managed firewall service will be available twenty-four (24) hours a day, seven (7) days a week.

9.6 The use of the Software by Licensee's Active Users will be governed solely by the terms and conditions of this Master Agreement.

9.7 Upon Licensee's reasonable request, Licensor shall provide Licensee with a report containing site availability statistics.

9.8 Licensor acknowledges that the Content is and shall remain the sole and exclusive property of Licensee. Further, Licensor acknowledges that the Content may contain valuable trade secrets of Licensee and Licensor agrees to maintain the confidentiality of the Content and shall not make the Content publicly available except as may be necessary in performing the ASP Services.

9.9 Licensee acknowledges that the Software shall remain the exclusive property of Licensor. Licensee agrees that except as noted herein, it will not otherwise copy, translate, modify, adapt, decompile, disassemble or reverse engineer any of the Software, without the prior written consent of Licensor.

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ARTICLE 10 APPLICATION SERVICE PROVIDER ("ASP") SERVICES

The terms set forth in this Article describe the general terms by which Licensee may purchase ASP Services from Licensor as set forth in a Supplement. The specific terms related to the purchase of ASP Services will be described in the pertinent Supplement.

10.1 The Licensor agrees to provide Licensee an ASP based fleet management system and Services required to provide, host and maintain a web based application for Licensee as described in RFP No. 3513, the Licensor's Proposal, as accepted by Licensee, in response thereto, and this Master Agreement. While the scope of work for any project will be defined by the contract documents set forth herein in the article titled "Entire Agreement", a summary of such work is outlined herein.

10.2 The Licensor acknowledges that the Licensee intends to be actively involved in the day-to-day progress of the project. The Licensor agrees to (a) obtain Licensee's approval of all tasks and the time schedule for completion of said tasks prior to commencing performance, if not already contained in the approved project work plan; (b) make available to the State project team members all project work papers and work-in-progress for review; (c) ensure that the Licensor's Project Manager works closely together with the Licensee's Project Manager, (d) meet with Licensee on a regular basis at a mutually agreeable time, and as otherwise requested by the Licensee, to discuss the status of the project, and (e) if required by Licensee, submit written project status reports.

10.3 Unless otherwise agreed to in a Supplement, in each instance in which Licensor is providing Licensee with Services, Licensor and Licensee will develop a project plan that identifies each party's responsibilities for such Services. Once this mutually agreed upon project work plan, which will identify specific time frames and deliverable target dates for the project, has been developed, it will be incorporated into and made a part of the pertinent Supplement. The dates in the project work plan will define the agreed upon period of performance. The parties acknowledge that the project work plan will evolve and change from time to time upon the mutual written agreement of Licensor and Licensee. The parties agree that the deliverables and schedule set forth in the latest version of the project work plan will take precedence over any prior plans.

10.4 Licensor will serve as an Application Server Provider ("ASP") for Licensee and those Active Users using the fleet management system. Licensor will provide Licensee adequate storage space on, and access to Licensor's Software that Licensee is authorized to use from Licensor's ASP network for the purpose of making the Licensee's Content accessible to the Active Users via the Internet. Each individual Licensee shall have access to and shall own only their individual data stored on the system. Other Mississippi agencies and entities shall have access to the cumulative data of Mississippi entities subscribing to the system only if authorized by Licensee. Licensor shall be responsible for the following:

- A.** Ensuring that the deliverables are complete and provided to Licensee within the schedule in the mutually agreed upon project work plan;
- B.** Ensuring that the host site complies with PriorityOne of the World Wide Web Consortium's (W3C's) Web Accessibility Initiative and guidelines in Section 508 of the Rehabilitation Act that are not covered in W3C Priority;
- C.** Ensuring that the site is accessible through Licensor's published universal resource locator ("URL");
- D.** Guaranteeing a consistent Internet bandwidth requirement that can provide



reasonable response times in accessing Licensee's applications;

E. Providing security for the web site consistent with industry standards and subject to review upon Licensee's request after signing a mutually agreed upon non-disclosure agreement, with Licensor responsible for all necessary equipment and software related to security;

F. Maintaining the accessibility of the site twenty four (24) hours a day, seven (7) days a week at an uptime rate of 99% or greater subject to the limitations set forth in Article 9.4 of this Master Agreement;

G. Completing daily backups of the site as mutually agreed upon by Licensor and Licensee;

H. Making available full schema exports to Licensee on a mutually agreed upon frequency for the purpose of housing a copy of the data locally to fulfill the requirements of the Office of the State Auditor;

I. Except for installing emergency fixes and patches, for which reasonable advance notice will be provided, notifying Licensee at least forty-eight (48) hours prior to any anticipated service interruption, with said notice containing a description of what will be happening;

J. Adhering to a business continuity plan and a disaster recovery plan and providing access to such plans to the State, all at Licensor's expense;

K. Participating with the Licensee in business continuity and disaster recovery planning and testing based on a mutually agreed upon schedule;

L. Maintaining the confidentiality of the data entered;

M. All Content provided by the Licensee and collected by the Software shall remain the sole and exclusive property of the Licensee. Upon the termination or expiration of this Agreement, Licensor shall provide such Content in its possession to the Licensee in a format satisfactory to Licensee pursuant to a mutually agreed upon release schedule;

N. Providing Licensee access to all necessary technical information concerning the functionality of the software and access to the site, including but not limited to, Internet connection information, personnel requirements and software configurations;

O. Identifying any commercially available software, by vendor and version number, integrated into the Products and describing the particular functionality of any software that is proprietary to the Licensor;

P. Providing, in the event the Supplement is terminated due to Licensor's breach, Licensor shall, within forty-five (45) calendar days of the effective date of termination, reimburse Licensee a pro-rata refund of the un-used annual amount paid by Licensee for the ASP Services;

Q. Offering, in the event the Supplement is terminated due to reasons other than Licensee's breach, a term license to Licensee, for which a mutually agreed upon reasonable fee would be paid, to permit continued use of any Licensor proprietary Software until a substitute can be implemented by the Licensee;

R. Maintaining the host site, with the cost for such support, maintenance, and hosting for years following the initial five (5) year period not increasing annually beyond five percent (5%);

S. Providing redundant internet connections;

T. Providing FTP access;

U. Providing TLS secure server support;

V. Providing reports, upon request, containing line utilization, network usage, site availability statistics, security analysis, security scan results, and System performance data to Licensee, and

W. Ensuring that upon termination or expiration of the Supplement that transition of the Content from the Licensor to Licensee or to a successor host will be accomplished at no expense to Licensee using existing data export utilities in place. Upon the termination or expiration of the Supplement, Licensor shall provide such data in its possession to Licensee pursuant to a mutually

agreed upon release schedule.

10.5 If Licensor creates any revisions to or upgrades of the system, Licensor shall provide Licensee thirty (30) days written notification of such revision or upgrade, and shall, upon request of Licensee, furnish such revision or upgrade to Licensee as part of the ASP fees.

ARTICLE 11 DATA SECURITY

11.1 As part of the Services, Licensor shall provide administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Licensee's Content. Licensor agrees to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under this Master Agreement. The parties mutually agree that the ASP fleet management systems and associated Services are not intended to involve personally identifiable information ("PII"). In the event this should change, the PII provisions set forth herein shall apply.

11.2 Prior to initiation of the Services under a Supplement and this Master Agreement and on an ongoing basis thereafter, Licensee agrees to provide notice to Licensor of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Licensee's industry and which could be imposed on Licensor as a result of provision of the Services. Licensee will ensure that: (a) the transfer to Licensor and storage of any PII by Licensor is permitted under applicable data protection laws and regulations; and, (b) Licensee will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

11.3 Licensor shall maintain a hosting environment that undergoes examinations from an independent auditor in accordance with the American Institute of Certified Public Accounts SSAE 16 (i.e. SOC 1) and the AICPA Trust Services Principles Section 100a, Trust Services for Security, Availability, Processing Integrity, Confidentiality and Privacy (i.e. SOC 2). Licensor's hosting environment shall be evaluated for the principles of Security, Availability and Confidentiality by the independent auditor. The data center in which Licensor's Software is located shall undergo pertinent security examinations. Management access to Licensor's hosting environment shall be limited to Licensor's authorized support staff and Licensee's authorized staff. The Applications shall provide Licensee with the ability to configure application security and logical access per Licensee's business processes. In the event Licensee identifies a security issue, Licensee will notify Licensor.

11.4 At a minimum, Licensor's safeguards for the protection of PII shall include: (i) limiting access of PII to authorized employees; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting PII stored on any mobile media; (vii) encrypting PII transmitted over public or wireless networks; (viii) strictly segregating PII from information of Licensor or its other customers so that PII is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Licensor's employees. Any and all subcontractors shall adhere to the aforementioned protection and encryption (in transit and at rest) of PII, as well as follow the stated breach policy.

11.5 Licensor will comply with all applicable federal and state laws to resolve security breaches, and, to the extent Licensor is responsible for such security breaches, will cover the cost of remedial measures as required by such laws and otherwise consistent with this Master Agreement. Licensee may seek equitable relief including a restraining order, injunctive relief, specific performance, and such other relief that may be available from a court in addition to any other remedy to which Licensee may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity.

11.6 At any time during the term of the Supplement at Licensee's request or upon the termination or expiration of the Supplement for any reason, Licensor shall promptly return to Licensee all copies, whether in written, electronic or other form or media, of PII in its possession, or securely dispose of all such copies, and certify in writing to Licensee that such has been returned to Licensee or disposed of securely. Licensor shall comply with all reasonable directions provided by Licensee with respect to the return or disposal of PII.

11.7 Upon Licensee's request, to confirm Licensor's compliance with the Supplement and this Master Agreement, as well as any applicable laws, regulations and industry standards, Licensor grants Licensee or, upon Licensee's election, a third party on Licensee's behalf, permission to perform an assessment, audit, examination or review of all controls in Licensor's physical and/or technical environment in relation to all PII being handled and/or services being provided to pursuant to the Supplement. Licensor shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, Documentation, infrastructure and application software that processes, stores or transports PII pursuant to the Supplement.

11.8 It is understood and agreed that at least once per year, Licensor shall conduct site audits of the information technology and information security controls for all facilities used in complying with its obligations under the Supplement and this Master Agreement, including but not limited to, obtaining a network-level vulnerability assessment performed by a recognized third-party audit firm based on the recognized industry best practices. Licensor shall make the reports available to the State for review. Any exceptions noted on the Statement on Standards for Attestation Engagements (SSAE) report or other audit reports will be promptly addressed with the development and implementation of a corrective action plan by Licensor's management and resolved, at Licensor's sole expense, within thirty (30) calendar days of the audit.

ARTICLE 12 WARRANTIES

12.1 Licensor represents and warrants that it has the right to license the Products provided under this Master Agreement.

12.2 Licensor represents and warrants that the Products provided by Licensor shall meet or exceed the minimum specifications set forth in the RFP and Licensor's Proposal in response thereto.

12.3 During the term of the Supplement, the Licensor represents and warrants that all deliverables shall be free from any defect, deficiency, faultiness, imperfection, inadequacy, incompleteness or other condition (collectively referred to herein as "Defect") which would render any such deliverable inoperable in any way or which would prevent full performance in accordance with the Supplement and this Master Agreement. This warranty includes, without limitation, correction of errors, design deficiencies, performance deficiencies, and incorrect or defective

Documentation, including those found during acceptance testing, implementation, and the warranty period. Acceptance testing shall not in any way relieve the Licensor of its responsibilities to correct any Defect during the warranty period. The Licensor shall repair any Defect at no cost to the State within ten (10) business days of receiving notice of the Defect from the State, unless Licensee consents in writing to a longer period of repair time. In the event Licensor is unable to repair or replace the Software within the mutually agreed upon time frame after receipt of notice of the Defect, Licensee shall have the right to terminate the Supplement and this Master Agreement in whole or in part as provided for in the Termination Article herein. Licensee's rights hereunder are in addition to any other rights Licensee may have.

12.4 During the term of the Supplement, the Licensor represents and warrants that its Services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such Services and shall comply in all respects with the requirements of the Supplement and this Master Agreement. For any breach of this warranty, Licensor shall perform the Services again, at no cost to the State, or if Licensor is unable to perform the Services as warranted, Licensor shall reimburse the Licensee the fees paid to Licensor for the unsatisfactory Services.

12.5 Licensor represents and warrants that the Software shall not contain a disabling code, lockup program or device. Licensor further agrees that it will not, under any circumstances including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Licensee's licensed use of the Applications and/or which would restrict Licensee from accessing its data files or in any way interfere with the transaction of Licensee's business. For any breach of this warranty, Licensor at its expense shall, within ten (10) business days after receipt of notification of the breach, remove any such disabling code, lockup program or device.

12.6 Licensor represents and warrants that it has tested and will test (not less than on a daily basis) the Software using commercially reasonable methods to ensure that the Software provided to Licensee does not and will not contain or incorporate any computer code, programs, procedures, mechanisms or programming devices (including but not limited to, viruses, trojan horses, or worms) that are designed to, or would enable Licensor or any third-party to, disrupt, modify, delete, damage, deactivate, disable, harm or otherwise impede the operation of the Licensor's system, or any other associated software, firmware, hardware, computer system or network, including 's applications and Licensee's Content. For any breach of this warranty, Licensor at its expense shall, within five (5) business days after receipt of notification of the breach, be responsible for repairing, at Licensor's expense, any and all damage done by the virus or such to Licensee's applications and Licensee's Content.

12.7 If applicable under the given circumstances, Licensor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Licensor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security where

required, to provide a copy of each such verification to the State. Licensor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Licensor understands and agrees that any breach of these warranties may subject Licensor to the following: (a) termination of the Supplement and this Master Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Licensor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Licensor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

ARTICLE 13 INFRINGEMENT INDEMNIFICATION

13.1 Licensor represents and warrants, to the best of its knowledge, that neither the Software and Services provided to Licensee under the Supplement and this Master Agreement nor their use by Licensee will violate or infringe on any copyright, patent, trade secret or other proprietary right of any person or entity. Licensor, at its own expense, shall defend or settle any and all infringement actions filed against Licensor or Licensee which involve the Software, Services or other items provided under the Supplement and this Master Agreement and shall pay all costs, attorney fees, damages and judgment finally awarded against Licensee provided that: (a) Licensee notifies Licensor in writing of any such claim of which it has knowledge; (b) Licensor has, to the extent authorized by Mississippi law, sole control of the defense of any actions or negotiations related to the defense or settlement of any such claim, and (c) Licensee cooperates in the defense of the claim by supplying Licensor all relevant information currently available and in its possession, all at Licensor's expense. In no event shall the State compromise, settle or adversely impact the defense of any actions or negotiations without the prior, written consent of Licensor. Further, in no event shall Licensor compromise or settle any such actions or negotiations without the prior written consent of Licensee if such compromise or settlement would create an obligation or liability upon Licensee or the State. If, in any such suit arising from such claim, the continued use of the items for the purpose intended is enjoined or threatened to be enjoined by any court of competent jurisdiction, Licensor shall, at its expense: (a) first procure for Licensee the right to continue using such Software or Services, or upon failing to procure such right; (b) modify or replace them with non-infringing items with equivalent functionality, or upon failing to secure either such right at Licensor's reasonable expense, (c) issue a pro-rata refund to Licensee for the fees previously paid by Licensee for the infringing Software and Services Licensee may no longer use. Said refund shall be paid within ten (10) business days of notice to Licensee to discontinue said use.

13.2 Licensor shall have no obligation for infringement claims caused by: (a) an unauthorized modification of the Software or Service by Licensee or a third party; (b) use of the Service other than in accordance with the Documentation for the Service or as authorized herein; (c) use of the Services in conjunction with any data, equipment or software not provided by Licensor where the Services would not otherwise be infringing except for such combination; or (d) use of the Services or Software by Licensee other than in accordance with the Supplement and this Master Agreement.

ARTICLE 14 EMPLOYMENT STATUS

14.1 Licensor shall, during the entire term of this Master Agreement, be construed to be an independent contractor. Nothing in this Master Agreement is intended to nor shall it be construed to create an employer-employee relationship, partnership, agency, or joint venture relationship.

14.2 Licensor represents that it has, or will secure, if needed, at its own expense, applicable

personnel who shall be qualified to perform the required duties identified in a Supplement. Such personnel shall not be deemed in any way directly or indirectly, expressly or by implication, to be employees of Licensee. Licensor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Licensor nor employees of Licensor are entitled to state retirement or leave benefits.

14.3 Any person assigned by Licensor to perform the services hereunder shall be the employee or authorized subcontractor of Licensor, who shall have the sole right to hire and discharge its employee or authorized subcontractor. Licensee may, however, direct Licensor to replace any of its employees or authorized subcontractors performing services under this Master Agreement.

ARTICLE 15 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Licensor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Licensee location. Any Licensor employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of Licensee's staff and/or student body, will be asked to leave the premises and may be suspended from further work on the premises. All Licensor employees and subcontractors who will be working at such locations to install or repair Products shall be covered by Licensor's comprehensive general liability insurance policy.

ARTICLE 16 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

16.1 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Licensor represents all contractors, third parties, and/or subcontractors Licensor has assembled for any given Licensee project. The Licensee is only required to negotiate with Licensor, as Licensor's commitments are binding on all proposed contractors, third parties, and subcontractors.

16.2 Neither Licensee nor Licensor may assign or otherwise transfer the Supplement and this Master Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. The Supplement and this Master Agreement shall be binding upon the parties' respective successors and assigns.

16.3 Licensor must obtain the written approval of the State before subcontracting any portion of the Supplement and this Master Agreement. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Licensee in addition to the total fixed price agreed upon in the Supplement. All subcontracts shall incorporate the terms of the applicable Supplement and this Master Agreement and shall be subject to the terms and conditions of same and to any conditions of approval that Licensee may deem necessary.

16.4 Licensor represents and warrants that any subcontract agreement Licensor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Licensee, and that the subcontractor acknowledges that no privity of contract exists between the Licensee and the subcontractor and that Licensor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with Licensor. Licensor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Licensor's failure to pay any

and all amounts due by Licensor to any subcontractor, materialman, laborer or the like.

16.5 All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between Licensor and the Licensee, where such dispute affects the subcontract.

ARTICLE 17 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Licensee to proceed under this Master Agreement and the Supplement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the fulfillment of this Master Agreement and the Supplement are, at any time, not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Licensee for the payments or performance due under this Master Agreement, Licensee shall have the right to immediately terminate the Supplement and this Master Agreement as to itself only, without damage, penalty, cost or expense to Licensee of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Licensee shall have the sole right to determine whether funds are available for the payments or performances due under the Supplement and this Master Agreement. In the event of termination due to unavailability of funds, Licensor shall be paid for Services rendered by Licensor in connection with the Supplement and accepted by Licensee prior to termination.

ARTICLE 18 TERMINATION

18.1 Termination Upon Mutual Agreement: A Supplement may be terminated in whole or in part upon the mutual written agreement of Licensor and the Licensee.

18.2 Termination Due To Bankruptcy: Should Licensor become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or execute an assignment for the benefit of its creditors, the Licensee may terminate a Supplement and this Master Agreement solely as between those two entities and without the assessment of penalties.

18.3 Termination Other Than For Cause: A Licensee may terminate a Supplement and this Master Agreement as to itself only, in whole or in part and without the assessment of penalties, for its convenience and without cause by giving thirty (30) calendar days written notice specifying the effective date thereof to Licensor.

18.4 Termination For Cause: If either party fails to comply with the terms and conditions of the Supplement or this Master Agreement, the non-defaulting party may terminate the Supplement and this Master Agreement solely as between those two parties upon the giving of thirty (30) days' written notice unless the breach is cured within said thirty (30) day period. The non-defaulting party may also pursue any remedy available to it in law or in equity.

18.5 Termination of Master Agreement: ITS may terminate this Master Agreement without the assessment of penalties for any reason after giving thirty (30) calendar days' written notice specifying the effective date thereof to Licensor but any Supplement entered into prior to the termination date of this Master Agreement shall survive the termination of the Master Agreement. The terms of this Master Agreement shall survive its termination/expiration with respect to any unexpired Supplements.

18.6 Pro-Rated Refund Of Unexpended Fees: Upon termination of a Supplement, Licensors shall refund any and all applicable unexpended pro-rated support/Service fees previously paid by the Licensee.

ARTICLE 19 GOVERNING LAW

This Master Agreement and each Supplement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Licensors expressly agree that under no circumstances shall Licensee or ITS be obligated to pay an attorneys' fee, prejudgment interest or the cost of legal action to Licensors. Further, nothing in this Master Agreement shall affect any statutory rights Licensors and Licensee may have that cannot be waived or limited by contract.

ARTICLE 20 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Master Agreement. A waiver by either party to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the party making the waiver.

ARTICLE 21 SEVERABILITY

If any term or provision of a Supplement or this Master Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of the Supplement or this Master Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the Licensee's purpose for entering into the Supplement can be fully achieved by the remaining portions of the Supplement that have not been severed.

ARTICLE 22 CAPTIONS

The captions or headings in this Master Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Master Agreement.

ARTICLE 23 HOLD HARMLESS

To the fullest extent allowed by law, Licensors shall indemnify, defend, save and hold harmless, protect and exonerate Licensee, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all third party claims, demands, liabilities, suits, actions, damages, losses, costs and expenses including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Licensors and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform the Supplement and this Master Agreement.

ARTICLE 24 THIRD PARTY ACTION NOTIFICATION

Licensors shall notify Licensee and ITS in writing within ten (10) business days of Licensors filing bankruptcy, reorganization, liquidation or receivership proceedings or within ten (10) business days of its receipt of notification of any action or suit being filed or any claim being made against Licensors or Licensee by any entity that may result in litigation related in any way to the Supplement or this Master Agreement and/or which may affect the Licensors' performance under the Supplement and this Master Agreement. Failure of the Licensors to provide such written notice to Licensee and ITS shall be considered a material breach of this Master Agreement and the Licensee and ITS may, at their sole discretion, pursue their rights as set forth in the Termination Article herein and any other

rights and remedies they may have at law or in equity.

ARTICLE 25 AUTHORITY TO CONTRACT

Licensor warrants that it is a validly organized business with valid authority to enter into this Master Agreement; that entry into and performance under this Master Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Master Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under a Supplement and this Master Agreement.

ARTICLE 26 NOTICE

Any notice required or permitted to be given under this Master Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt to the party to whom the notice should be given at their usual business address. ITS' address for notice is: Mr. Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Licensor's address for notice is: Mr. Dean Hebert, Vice President, AssetWorks USA, Inc., 6300 Bridgepoint Parkway, Suite 1-240, Austin, Texas 78730. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address or points of contact.

ARTICLE 27 RECORD RETENTION AND ACCESS TO RECORDS

Licensor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Master Agreement and the Supplement. The Licensee, ITS, any state or federal agency authorized to audit Licensee, and/or any of their duly authorized representatives, shall, at their expense and upon prior reasonable notice to Licensor, have access to any of Licensor's books, documents, papers and/or records that are pertinent to the Supplement and this Master Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Licensor's office as applicable where such records are kept during normal business hours. All records relating to this Master Agreement and the Supplement shall be retained by Licensor for three (3) years from the date of receipt of final payment under this Master Agreement and the Supplement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 28 INSURANCE

Licensor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Licensor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Licensor will, upon request, furnish Licensee with a certificate of conformity providing the aforesaid coverage.

ARTICLE 29 DISPUTES

Should disputes arise with respect to a Supplement or this Master Agreement, Licensor and Licensee agree to act immediately to resolve such disputes. Licensor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the

Supplement and/or this Master Agreement. Should Licenser fail to continue without delay to perform its responsibilities under the Supplement and/or this Master Agreement in the accomplishment of all work, any additional costs incurred by Licenser or Licensee as a result of such failure to proceed shall be borne by Licenser and Licenser shall make no claim against Licensee for such costs.

ARTICLE 30 COMPLIANCE WITH LAWS

30.1 Licenser shall comply with, and all activities under a Supplement and this Master Agreement shall be subject to all Licensee policies and procedures (provided Licensee provides Licenser with notice of such policies and procedures) and all applicable federal, state and local laws and regulations as now existing and as may be amended or modified. Specifically, but not limited to, Licenser shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of the Supplement and this Master Agreement because of race, creed, color, sex, age, national origin or disability.

30.2 Licenser represents and warrants that it will comply with the state's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Licenser represents and warrants that it will comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

ARTICLE 31 CONFLICT OF INTEREST

Licenser shall notify Licensee of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to Licensee's satisfaction, Licensee reserves the right to terminate the Supplement and this Master Agreement as to itself only.

ARTICLE 32 SOVEREIGN IMMUNITY

By entering into this Master Agreement with Licenser, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 33 CONFIDENTIAL INFORMATION

33.1 Licenser shall treat all Licensee data and information to which it has access by its performance under the Supplement and this Master Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Licensee. In the event that Licenser receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Licenser shall promptly inform Licensee and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of the Supplement or this Master Agreement and shall continue in full force and effect and shall be binding upon the Licenser and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in the Supplement or this Master Agreement on behalf of, or under the rights of the Licenser following any termination or completion of the Supplement or this Master Agreement.

33.2 The parties understand and agree that this Master Agreement and any Supplements, including any amendments and/or change orders thereto, do not constitute confidential information, and may be reproduced and distributed by the State without notification to Licenser. It is understood

by Licensor that copies of this executed Master Agreement may be distributed to the governmental agencies, governing authorities, and educational institutions of the State of Mississippi.

ARTICLE 34 EFFECT OF SIGNATURE

Each person signing a Supplement or this Master Agreement represents that he or she has read the Supplement and this Master Agreement in its entirety, understands its terms, is duly authorized to execute the Supplement or this Master Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, the Supplement and this Master Agreement shall not be construed or interpreted in favor of or against the State or the Licensor on the basis of draftsmanship or preparation hereof.

ARTICLE 35 SURVIVAL

Articles 12, 13, 19, 23, 27, 32, 33, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of the Supplement or this Master Agreement.

ARTICLE 36 ENTIRE AGREEMENT

36.1 This Master Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto, including all terms of any unsigned or "shrink-wrap" license included in any package, media or electronic version of Licensor-furnished Software, or any "click-wrap" or "browse-wrap" license presented in connection with a purchase via the internet. The Supplement, RFP No. 3513, and Licensor's Proposal submitted in response thereto are hereby incorporated into and made a part of this Master Agreement as far as the individual Licensee is concerned.

36.2 The Master Agreement made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

- A. This Master Agreement signed by Licensor and ITS;
- B. Any Exhibits attached to this Master Agreement;
- C. The Supplement(s) signed by Licensor, ITS and Licensee, as applicable;
- D. RFP No. 3513 and all written clarifications/addenda, and
- E. Licensor's Proposal, as accepted by ITS, in response to RFP No. 3513.

36.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by Licensor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Master Agreement") and the lowest document is listed last ("E. Licensor's Proposal").

ARTICLE 37 DEBARMENT AND SUSPENSION CERTIFICATION

Licensor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Master Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Master Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

ARTICLE 38 COMPLIANCE WITH ENTERPRISE SECURITY

The parties (Licensor and Licensee) understand and agree that all Products and Services provided by Licensor under this Master Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The parties (Licensor and Licensee) understand and agree that the Licensee is responsible for maintaining compliance with the State of Mississippi's Enterprise Security Policy. The State reserves the right to introduce a new policy during the term of this Master Agreement and require Licensor to comply with same. If Licensor is unable or unwilling to comply with the new policy, the parties (Licensor and Licensee) agree to enter into discussions in an attempt to reach an amicable resolution. In the event a mutual agreement is not reached, both Licensor and the Licensee shall be released from their obligations under the particular Supplement.

ARTICLE 39 SOFTWARE SUPPORT

39.1 As part of the ASP Services, Licensor shall provide support services for Licensee's host-based applications as specified in RFP No. 3513 and Licensor's Proposal, as accepted by Licensee, in response thereto. The Licensor shall respond by telephone to support calls made to Licensor's toll free support line within thirty (30) minutes to requests for support services 7:00 A.M. to 7:00 P.M. (Central Time) Monday through Friday. Further, if Licensor creates any revisions to or upgrades of the system, Licensor shall notify Licensee of such revision or upgrade, and shall, upon request of Licensee, furnish such revision or upgrade to Licensee as part of the ASP fees.

39.2 Upon receipt of Licensee's request for technical support, Licensor will (a) create an error report, (b) assign a severity level and (c) attempt to resolve the problem in accordance with the procedures and processes for problem resolution detailed below. It is understood by the parties that the Licensee and Licensor must mutually agree on whether an error is classified as a Severity Level 1, 2, or 3 error.

39.3 Severity Level 1 implies that the system is not functioning. Some examples of Severity Level 1 problems are as follows: (a) Software is down and will not respond; (b) Software is not able to communicate with Active Users; and (c) Software is generating a data corruption condition. Licensor shall resolve Severity Level 1 errors within one (1) business day, or within a mutually agreed upon timeframe. When a Severity Level 1 error is reported, Licensor will assign resources necessary to correct the Software error. If access to the Licensee's software is required, Licensee will provide a contact available to Licensor and access to Licensee's system and other software for the duration of the error correction procedures.

39.4 Severity Level 2 implies a system error such that (a) an essential function does not work as documented, or (b) testing and usage can continue but the task cannot be completed, and no



workarounds exist. Licensor shall assign at least one (1) dedicated person to the problem and shall resolve Severity Level 2 system errors within two (2) business days, or within a mutually agreed upon timeframe.

39.5 Severity Level 3 implies a system error such that implementations of function do not match specification and/or technical Documentation, and a workaround may exist. Licensor shall resolve Severity Level 3 system errors within five (5) business days, or within a mutually agreed upon timeframe.

ARTICLE 40 TRANSPARENCY

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Master Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Master Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Master Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

ARTICLE 41 LIABILITY ISSUES

Unless jointly agreed otherwise in writing, Licensor's liability shall not exceed the total amount paid by Licensee to Licensor under the applicable Supplement. In no event will Licensor be liable to Licensee for any indirect, special, incidental or consequential damages including lost profits, lost savings or lost revenues of any kind unless Licensor was advised of the possibility of such loss or damage or unless such loss or damage could have been reasonably foreseen. Excluded from this or any liability limitation are claims related to fraud, bad faith, infringement issues, bodily injury, death, physical damage to tangible personal property and real property, and the intentional and willful misconduct or gross negligent acts of Licensor. The language contained herein tending to limit the liability of the Licensor will apply to Licensee to the extent it is permitted and not prohibited by the laws or constitution of Mississippi. Further, the parties understand and agree that the Licensor is precluded from relying on any contractual damages limitation language within this Master Agreement where the Licensor acts fraudulently or in bad faith.

For the faithful performance of the terms of this Master Agreement, the parties have caused this Master Agreement to be executed by their undersigned representatives.

State of Mississippi, Department of
Information Technology Services, on
behalf of the Agencies and Institutions
of the State of Mississippi

By: 

Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Title: Executive Director

Date: 9/16/16

AssetWorks USA, Inc.

By: 

Authorized Signature

Printed Name: Michael B. Dorello

Title: Division U.P.

Date: 9/16/2016

EXHIBIT A

ASSETWORKS MANAGEMENT SOFTWARE

Prices Effective through August 31, 2021

Table 1 – Surplus Management Software (SMS) Maintenance

Years for SMS	Yearly Cost (3% maximum annual increase)
Year 1	\$39,000.00
Year 2	\$40,170.00
Year 3	\$41,375.10
Year 4	\$42,616.35
Year 5	\$43,894.84

Assetworks Surplus Management Software Maintenance includes:

- Site License for MS State Surplus
- Surplus Base Software (SMS Hosting, Maintenance & Support)
- Web-Surplus Module (AMS Hosting, Maintenance & Support)
- Federal Surplus (SASP) Base Software (SMS Hosting, Maintenance & Support)
- Online Auction Gateway Module (SMS Module License)
 - Provides the ability to export designated surplus asset data to a file for interface with Online Auction Websites.
 - Includes the export of asset images
 - Includes one Online Auction Vendor Interface (key)
 - Hosting, Maintenance & Support
- Surplus Transfer (Hosting, Maintenance & Support)
- SMS Site License (SMS Hosting, Maintenance & Support)
- Counter Sales Module (SMS Hosting, Maintenance & Support)
- Mobile Surplus Warehouse Module (SMS Hosting, Maintenance & Support)
- Interface Maintenance/SPT (SMS Hosting, Maintenance & Support)
 - SAP (MAGIC)/UMC/University of Mississippi Monthly Imports

Table 2 – Asset Management Software (AMS) Maintenance

Years for AMS	Cost per Asset (3% maximum annual increase)
Year 1	\$0.88
Year 2	\$0.91
Year 3	\$0.94
Year 4	\$0.97
Year 5	\$1.00

Assetworks Asset Management Software Maintenance includes:

- Asset Management Renewal License
 - Site License (unlimited users)
- Fleet Management Renewal License
- Expanded VIN Decoding Module Renewal License
- Hosting, Maintenance & Support

Table 3 – Asset Management Software (AMS) – For New Users Only

Years for AMS	Cost per Asset (3% maximum annual increase beginning in year 3)
Initial Year	\$1.45
2 nd Year	\$0.88
3 rd Year	\$0.91
4 th Year	\$0.94
5 th Year	\$0.97

For New Users only to Assetworks Asset Management Software includes:

- Asset Management License
 - Site License
- Fleet Management License
- Expanded VIN Decoding Module License
- Hosting, Maintenance & Support